

**JOINT PROJECT AGREEMENT
BETWEEN
LEON COUNTY, FLORIDA
AND
CITY OF TALLAHASSEE, FLORIDA**

CONCERNING DESIGN SERVICES FOR THE CONSTRUCTION OF THE KERRY FOREST PARKWAY EXTENSION FROM THE END OF THE PAVEMENT IN THE BULL RUN SUBDIVISION TO OX BOTTOM ROAD LOCATED PARTIALLY IN THE CITY OF TALLAHASSEE, FLORIDA AND THE BALANCE IN LEON COUNTY, FLORIDA.

This Agreement is made and entered into this _____ day of _____, 2006, by and between LEON COUNTY, FLORIDA, hereinafter called the COUNTY, whose mailing address is Public Works Director, Leon County, Public Works, 2280 Miccosukee Road, Tallahassee, Florida, 32308, and CITY OF TALLAHASSEE, hereinafter called the CITY, c/o Director, Project Management Division, Public Works Department, City Hall, 300 South Adams Street, Tallahassee, Florida 32301.

WITNESSETH

WHEREAS, the parties have determined that it is in the public's best interest to construct a new transportation facility consisting of the Kerry Forest Parkway extension beginning at the end of the pavement in the Bull Run Subdivision and ending at Ox Bottom Road, which facility is located partially in the City of Tallahassee, Florida and the balance in Leon County, Florida hereinafter called the PROJECT; and

WHEREAS, the CITY agrees to enter into a consultant contract for design services regarding the PROJECT, hereinafter called the DESIGN SERVICES, and further agrees to administer that consultant contract; and

WHEREAS, the COUNTY wishes to provide a portion of the funding for the DESIGN SERVICES; and

WHEREAS, the parties believe that a Joint Participation Agreement is needed and required to define the specific contributions to be made by each party (hereinafter referred to as the Agreement); and

WHEREAS, this Agreement was approved by the COUNTY by a vote of the Board of COUNTY Commissioners on _____, 2006, a copy of the minutes of said meeting being attached as Exhibit "A" hereto and made a part hereof, which vote authorized its Chairman to enter into this Agreement. This Agreement was approved by the CITY by a vote of its City Commission on _____, 2006, a copy of the minutes summary of said meeting being attached as Exhibit "B" hereto and made a part hereof, which vote authorized its Mayor to enter into this Agreement:

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. The CITY shall enter into a consultant contract for the DESIGN SERVICES and shall provide related contract administration services. Said contract administration services include, but are not limited to, project management services, plan reviews, meeting attendance, responding to questions on design and permitting, utility coordination, progress reporting and payment.
2. The COUNTY shall pay, to the CITY, an amount equal to its share of the preliminary cost estimate for the DESIGN SERVICES (hereinafter referred to as the "Initial Deposit"), which amount may be applied toward the cost of the DESIGN SERVICES. The Initial Deposit shall be paid without requirement that any of said amount, to the extent it is used by the CITY for the DESIGN SERVICES, be repaid to the COUNTY.
3. For the purposes of determining the Initial Deposit, the preliminary cost estimate for the DESIGN SERVICES shall be TWO HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-FOUR and 63/100 dollars (\$223,864.63). A cost participation breakdown between the CITY and COUNTY is set forth in Exhibit "C" to this Agreement.
4. Following the delivery of the Initial Deposit, the CITY shall enter into an appropriate agreement for provision of the DESIGN SERVICES with a design consultant (hereinafter referred to as the "Consultant") acceptable to the project manager for the COUNTY. The Consultant will be one who has been selected in accordance with the Consultants Competitive Negotiation Act and who has an existing continuing services agreement with the CITY.
5. In the event it is anticipated that there will be modifications to the Consultant's contract that would increase the cost of the DESIGN SERVICES, the COUNTY shall be notified in writing by the CITY accordingly. Within twenty-one (21) days of its receipt of such written notification, the COUNTY shall notify the CITY, in writing, whether or not any additional funds have been appropriated for the DESIGN SERVICES under its budget for the fiscal year in which such notice is given by the CITY ("Current Budget"). If the COUNTY'S Current Budget allows for additional funds to be provided for the DESIGN SERVICES, such additional funds shall be delivered to the CITY within thirty (30) days following the date of written notice to the CITY in an amount not to exceed the County's share of the increased cost of the DESIGN SERVICES. If the COUNTY'S Current Budget will not allow for additional funds to be provided for the DESIGN SERVICES, the matter shall be taken to the Board of County Commissioners for consideration and direction at the next available date.
6. Upon completion of the DESIGN SERVICES and final payment of DESIGN SERVICES costs, the CITY shall have its final and complete accounting of all costs incurred for the DESIGN SERVICES within three hundred sixty (360) days. All cost records and accounts for the DESIGN SERVICES shall be subject to audit by a representative of the

COUNTY for a period of three (3) years after final close out of the contract for the DESIGN SERVICES. The COUNTY shall be notified in writing of the final cost of the DESIGN SERVICES within twenty-one (21) days after final accounting. Both parties agree that in the event the final accounting of the cost of the DESIGN SERVICES is less than the total amount of payments delivered to the CITY, by the County, pursuant to the Agreement, a refund of the excess payments will be made by the CITY to the COUNTY within thirty (30) days.

7. The COUNTY shall be notified in writing of, and shall be entitled to be present at all, meetings between the CITY and the Consultant. The COUNTY shall also be provided an opportunity to review the design plans prepared by the Consultant no later than five (5) days after thirty percent (30%) plans are delivered to the CITY. Within five (5) days after such review, the COUNTY may provide, to the CITY, any suggested modifications to design plans. The Consultant shall not be allowed to proceed with the DESIGN SERVICES until after the CITY has given reasonable consideration to the COUNTY'S suggested changes. The same review and comment procedure shall be used after the Consultant delivers to the CITY the sixty percent (60%) plans and the one hundred percent (100%) plans. At any time while this Agreement is in effect, any party may request and shall be granted, upon reasonable notice, a conference with any other party.
8. With regard to contracts involving the DESIGN SERVICES, neither the CITY nor the COUNTY, during any fiscal year, shall expend money, incur any liability, or enter into any such contract which, by its terms involves the expenditure of money in excess of the amounts appropriated for expenditure during such fiscal year. Any such contract, verbal or written, made in violation of this subsection shall be null and void and no money may be paid on such contract. Both the CITY and the COUNTY shall require a statement, from their respective Treasurer-Clerk, that funds are available prior to entering into any such contract or other such binding commitment of funds. Nothing herein contained shall prevent the making of such contracts for periods exceeding one (1) year, but any such contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
9. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10. DISPUTE RESOLUTION

- A. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby encompassed within Section 10.0. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

- B. The appropriate CITY and COUNTY department heads shall meet at the earliest opportunity, but in any event within ten (10) days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the CITY Manager and the COUNTY Administrator.
- C. If the department heads are unable to reconcile the dispute, they shall report their impasse to the CITY Manager and the COUNTY Administrator who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of the Dispute Notice, to attempt to reconcile the dispute.
- D. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.010(c) Florida Rules for Mediators, and shall be selected by the parties within ten (10) days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.
- E. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
- (1) Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After delivery of such statement, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.
 - (2) Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators, so selected, shall confer and shall select

a third arbitrator. Each of the arbitrators, so appointed, shall have experience in local government transportation engineering issues.

- (3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SEE SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the COUNTY has caused this Joint Project Agreement to be executed in its behalf this _____ day of _____, 2006 by the Chairman of its Board of County Commissioners.

LEON COUNTY, FLORIDA
(A political subdivision of the
State of Florida)

BY: _____
Bill Proctor, Jr.
Chairman, Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE, FLORIDA

BY: _____
John R. Marks, III
Mayor

ATTEST:

BY: _____
Gary Herndon, City Treasurer-Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

November 29, 2005

Mr. William L. Woolery, P.E.
 Project Manager
 City Of Tallahassee, Public Works
 300 South Adams Street
 Tallahassee, Florida 32301

Re: Kerry Forest Parkway Extension Design
Exhibit "A"- Scope of Work and Fee Schedule

Dear Mr. Woolery:

George & Hutcheson Engineering, Inc., (G & H), is pleased to submit to you our proposal for providing professional engineering services for the design and permitting phase of the above referenced project. Included in this design is the portion of the street that connects it to Ox Bottom Road and is within the limits of Leon County. Based upon the map furnished to G & H by Clifford Lamb and Associates the total length of the project is 4,400 feet with the portion in the City at 3,000 feet and the portion within the County at 1,400 feet.

The fee and scope of work are broken down into tasks as shown on the attached spreadsheet and are separated here for financial obligation purposes between the City and Leon County.

JOINT ACTIVITY	FEE
Typical Sections (2) and Misc. Details	\$6,658.92
Environmental Impact Analysis	\$7,073.42
Drainage Calculations	\$12,685.52
Key Sheet	\$2,347.11
Drainage Basin Maps	\$6,764.06
General Notes	\$4,440.12
Plan and Profile Sheets (9)	\$23,287.24
Cross Section Sheets (8)	\$9,127.16
Drainage Plans	\$6,852.61
Traffic Circle Construction Detail Sheets (2)	\$7,380.52
Bid Quantities / Pay Items	\$7,821.38
Tree Removal, Credits/Debits	\$2,707.67
Sediment and Erosion Control Plan	\$6,127.58
Landscape Plan	\$7,939.02
Signing and Pavement Marking	\$5,579.18
City Environmental Permits	\$11,768.72
FDEP Water Quality Permit	\$2,885.87
SWPP / NPDES Permit Application	\$2,006.73
City, County and Developer Coordination	\$8,107.40
Geotechnical Investigations	\$10,737.98
QA/QC	\$10,105.89
Estimated FEES and Expenses	\$5,000.00
TOTAL JOINT FEE =	\$167,404.10

1967 COMMONWEALTH LANE., SUITE 200 - TALLAHASSEE, FLORIDA 32303 - PHONE 850-422-0020 - FAX 850-422-0011

www.georgehutcheson.com - LA #0000976

CIVIL ENGINEERING - LAND USE PLANNING - ENVIRONMENTAL - SYSTEMS PLANNING - TRANSPORTATION - LAND SURVEYING - LANDSCAPE ARCHITECTURE

Mr. William L. Woolery, P.E.
Kerry Forest Parkway Extension Design
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ATTACHMENT # 1
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LEON COUNTY ONLY ACTIVITY

	FEE
Identify Environmental Features	\$1,646.17
Public Involvement	\$14,946.80
Maintenance of Traffic Plan	\$9,159.32
R/W Mapping, Sketches and Legal Descriptions	\$9,208.64
NFI, EIA, CRA	\$6,779.60
Topographic Mapping of Ox Bottom Road and Adjoining Boundary Survey	\$14,720.00

TOTAL LEON COUNTY ONLY FEE = \$56,460.53

CITY ONLY ACTIVITY**FEE**

TOTAL CITY ONLY FEE = 0

Fees and expenses for printing, and other miscellaneous costs are estimated at \$5,000 and are included in the above **JOINT ACTIVITY** fee schedule.

Summing all of the above fees brings the total to **\$223,864.63** including sub-consultants; permit fees and all design fees.

Utilizing a ratio of 68% City and 32 % County for the **\$167,404.10 JOINT ACTIVITY** items and adding the individual City and County fees produces a fee split of \$113,834.79 for the City and \$110,029.84 for the County.

If you are in agreement with the above proposal then we will prepare a task order assignment for the services and we will commence work to complete the tasks identified. It is estimated that it will take six to eight months to complete the design and permitting phase of this assignment.

Sincerely,
GEORGE & HUTCHESON ENGINEERING, INC.



David W. Hutcheson, P.E., P.S.M.
Principal

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